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BOOK 1832 PAGE 656

State of Illinois      89      I Hereby  
Macon County      Certify  
That This Instrument Was Filed For  
Record At      1:45 PM

AUG 19 1998

Recorded in Book 1832 Page 656  
*Edwin J. Tangney Jr.*  
Fee 78.00 Ch Recorder

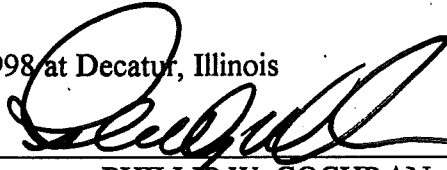
## SURVEYOR'S CERTIFICATE

I, PHILLIP W. COCHRAN, Illinois Professional Land Surveyor, Certificate Number 2458, residing in Macon County, Illinois, do hereby certify that at the request of Roy B. Mosser, Jr., Walter J. Kostenski and Elaine Kostenski, owners of the property hereinafter described, same being situated in the Village of Mt. Zion, County of Macon and State of Illinois, I have made a true and accurate survey of the following:

Beginning at a point, said point being the Southeast corner of the Southwest Quarter (SW 1/4) of Section 31, Township 16 North, Range 3 East of the 3<sup>rd</sup> Principal Meridian; thence S 89° 45' 43" W (Assumed Bearing) along the South line of the said SW 1/4 of Section 31, 1818.60 feet; thence N 00° 09' 08" E, 2643.46 feet; thence N 00° 13' 58" E, 494.37 feet; thence S 88° 53' 57" W, 843.06 feet; thence N 00° 41' 28" E, 1560.78 feet to the Southwest corner of Lot 28 of South Lake Estates, Second Addition as per Plat recorded in Book 1832, Page 637 of the Records in the Recorder's Office, Macon County, Illinois; thence N 89° 18' 32" W, 2.39 feet on the South line of said Lot 28 to a point on the South right-of-way line of South Lake Court; thence Southeasterly along the said South right-of-way line of South Lake Court as per the plats of Subdivision for the said South Lake Estates, Second Addition and South Lake Estates (as per Plat recorded in Book 1832, Page 625 of the Records in the Recorder's Office, Macon County, Illinois) to the intersection with the West right-of-way line of Woodland Shore Drive; thence S 00° 14' 44" W along the said West right-of-way line of Woodland Shore Drive, 854.94 feet; thence N 89° 54' 47" E along the said West right-of-way line of Woodland Shores drive, 50.00 feet to a point on the West right-of-way line of Southbrooke Drive; thence S 00° 14' 44" W along the said West right-of-way line of Southbrooke Drive, 2578.34 feet to the point of beginning.

And according to law I have subdivided the same into lots and streets as shown on the attached plat made by me, designating thereon also, streets, building lines and easement strips for ingress and egress, public utilities and drainage, said subdivision to be hereinafter known and designated at "CRAYCROFT AT SOUTH LAKE". The attached plat particularly describes, gives and sets forth the lengths widths and number of lots therein, and I have placed iron pins five-eighths (5/8) inches by thirty (30) inches at all lot corners and two concrete monuments as shown on the plat as permanent monuments from which future surveys can be made.

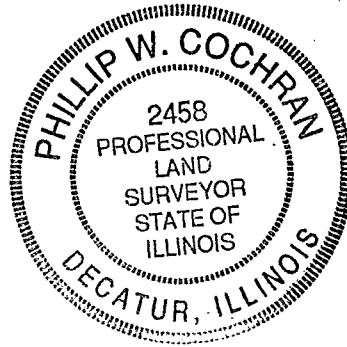
Dated August 12, 1998 at Decatur, Illinois



PHILLIP W. COCHRAN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2458  
2602 N. MORGAN  
DECATUR, ILLINOIS 62526  
217-875-3333

CRAYCROFT AT SOUTH LAKE

PWC Project #95150



OWNER'S DECLARATION

BE IT KNOWN THAT ROY B. MOSSER, JR., (hereinafter the "Declarant"), WALTER J. KOSTENSKI and ELAINE KOSTENSKI, being the owners of the premises described in the preceding Surveyor's Certificate, situated in the County of Macon and State of Illinois, do hereby subdivide said tract of land and do hereby make the attached plat of the lots therein by number as designated on said plat, and do hereby designate the subdivision as "Craycroft at South Lake" (hereinafter the "Subdivision"), and the same shall be so known hereafter; and we do hereby dedicate to the public to be used as streets and also for sewers, watermains, drainage facilities and public utility purposes, that portion of the above described premises shown on the plat as "streets," "drives," "park ways," or "boulevards"; and we do hereby dedicate for sewers, watermains, drainage facilities and public utility purposes the various easements so designated on the plat as "Easements for Public Utilities"; hereby waiving in such portions so dedicated all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

## ARTICLE 1

## RESIDENTIAL AREA COVENANTS

1.1 Restrictions on Building No Lot shall be used except for residential purposes; no building shall be erected, altered, placed, or permitted to remain on any Lot except in compliance with this Article and after approval by Declarant or the Architectural Control Committee (hereinafter sometimes referred

to as the "ACC"), as to compliance with the Design Guidelines to be adopted by Declarant for this subdivision and any future additions which may be developed by Declarant or his successors as part of the Master Plan for Craycroft at South Lake (hereinafter the "Master Plan").

An Owner may remodel, paint or redecorate the interior of structures on his Lot without approval; however, modifications to the interior of screened porches, patios, and similar portions of a residence visible from outside shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. All dwellings constructed within the Subdivision shall be designed by and built in accordance with the plans and specifications of a licensed architect or other qualified building designer. This Article shall not apply to the activities of the Declarant. This Article may not be amended without the Declarant's written consent, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant.

1.2 Architectural Review Responsibility for administration of the Design Guidelines and review of all applications for construction and modifications under this Article shall be handled as provided below. The Declarant and/or the ACC may establish and charge reasonable fees for review of applications

hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals.

1.3 Initial Construction Declarant shall have the exclusive jurisdiction over all construction on any portion of the Subdivision (including all future additions thereto) until 100% of the lots have been developed and conveyed to Owners. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right by Declarant, such right shall be assumed by the ACC.

Rather than submitting plans to the Declarant, the Declarant may develop Design Guidelines for all residential construction within the Subdivision and all additions added thereto. The Declarant may retain a design team to select and/or design homes that will conform to the theme of Craycroft at South Lake and to require the exclusive use of such plans within the Subdivision with construction by approved builders. The initial Design Team shall be comprised of Design Traditions, Inc. and Land Plus Associates, Ltd.

1.4 General Guidelines and Procedures The initial Design Guidelines prepared at Declarant's request for the Subdivision shall be adopted by the ACC at its initial organizational meeting. The Design Guidelines may contain general provisions applicable to all of the Subdivision, as well as specific

provisions which vary according to land use and from one portion of the Subdivision to another depending upon the location, unique characteristics, and intended use. In addition, the Design Guidelines may adopt specific requirements with respect to each Lot, such as specific protocols and designation of nondisturbance areas. The Design Team may prepare a preliminary "protocol" for each Lot which sets forth the home location, finished floor elevation and approximate finish grades. A final protocol for each Lot may include, without limitation, a site plan, grading plan and landscaping plan. In consideration for these services, the Owner may be charged a reasonable fee by the Design Team.

The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Declarant and the ACC in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Declarant or the ACC and compliance with the Design Guidelines does not guarantee approval of any application. For so long as the Declarant retains the right to review initial construction pursuant to Section 1.3, the Declarant shall have sole and full authority to amend the Design Guidelines. Thereafter, the ACC shall have such right. Any amendments to the Design Guidelines shall be prospective only and shall not apply to or require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; amendments may

remove requirements previously imposed or otherwise make the Design Guidelines less restrictive. The Declarant and the ACC shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Subdivision.

1.5 Procedures Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate reviewing body for review and approval. Information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable and as required by the Design Guidelines. In reviewing each submission, the reviewing body may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other considerations. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time.

In the event that the reviewing body fails to approve or to disapprove any complete application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the reviewing

body pursuant to this Article. Notwithstanding the above, the Declarant and the ACC by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

1.6 Specific Guidelines and Restrictions:

(a) Exterior Structures and Improvements Exterior structures and improvements shall include, but shall not be limited to, staking, clearing, excavation, grading and other site work; initial construction of any dwelling or accessory building; exterior alteration of existing improvements; installation or replacement of mailboxes; basketball hoops; swing sets and similar sports and play equipment; clotheslines; garbage cans; wood piles; swimming pools; gazebos or playhouses; window air-conditioning units or fans; hot tubs; solar panels; antennas; satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind; and artificial vegetation or sculpture; and planting or removal of landscaping materials.

(b) In addition to the foregoing activities requiring prior approval, the following items are strictly regulated, and the reviewing body shall have the right, in its sole discretion, to prohibit or restrict these items within the Subdivision. Each Owner must strictly comply with the terms of this Section unless approval or Waiver in writing is obtained from the appropriate

reviewing body:

(i) Tree Removal Removal of trees and other natural resources without the prior written consent of Declarant or the ACC is prohibited except as permitted by the Design Guidelines.

(ii) Lighting Exterior lighting visible from the street shall not be permitted unless approved by the Declarant or the ACC or is installed pursuant to the Design Guidelines. Seasonal decorative lights may be used only pursuant to rules and regulations established in the Design Guidelines.

(iii) Temporary or Detached Structures Except as may be permitted by the Declarant during initial construction, or the ACC thereafter, no temporary or detached house or dwelling shall be placed or erected on any Lot. No mobile home, trailer home, travel trailer, camper or vehicle commonly known as a "recreational vehicle" shall be stored, parked or otherwise allowed to be placed on a Lot as a temporary or permanent dwelling.

(iv) Minimum Dwelling Size The Design Guidelines may establish a minimum square footage of enclosed, heated and cooled living space for residential dwellings, which minimum may vary from one area within the Subdivision to another. Upon written request of an Owner, the Declarant may waive the minimum square footage requirement if, in the Declarant's sole discretion, the resulting appearance of such residential dwelling will preserve and conform to the overall appearance, scheme, design, value and quality within the Subdivision.

(v) Building Location No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.

1.7 Construction Period The initial construction of all structures must be completed within one (1) year after issuance of a building permit, unless extended by the Declarant in his sole discretion. All other construction shall be completed within the time limits established by the ACC at the time the project is submitted to the ACC for approval.

1.8 No Waiver of Future Approvals Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

1.9 Variance Either the Declarant or the ACC may authorize variances from compliance with any guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing; (ii) be contrary to this Declaration; or (iii) estop the Declarant or the ACC from denying a variance in other

circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

## ARTICLE 2

### EASEMENTS FOR PUBLIC UTILITIES AND FOR ACCESS

#### 2.1 Public Utilities

A perpetual easement is hereby created over, under and across the area marked "easement for public utilities" as an easement appurtenant to each Lot in this Subdivision for the installation, use, maintenance, repair and replacement of public utilities, including sewer, water, gas, electricity, telephone and cable television; with the right to use reasonable working space adjacent to said utility easement, and ways of access thereto, as needed during construction, repair or maintenance of said facilities. No trees, shrubbery, structures or materials shall be permitted to remain upon and within said utility easement which may damage or interfere with the installation, operation or maintenance of the utilities.

All utilities serving this Subdivision, including those serving all residences and any outbuildings, shall be installed underground and not otherwise whether located within said utility easement, on private easements elsewhere on the lots in said Subdivision, or in the streets, except switch and meter boxes, service risers, transformers, regulators and similar equipment, and certain overhead electric transmission and distribution lines

deemed necessary by the utility to connect the same to underground lines and wires. Each lot owner shall grant a written easement for such underground service when, because of the location thereof or other reasons, such easement is requested by the utility providing such service.

## 2.2 Access to Lakes and Streams

The Declarant reserves for himself and his successors and assigns, including specifically the South Lake Homeowners Association, to be formed as a not-for-profit association in accordance with Article 6 hereof (hereinafter "Homeowners Association" or "Association") the right and easement, but not the obligation, to have reasonable access to and enter upon the lakes, ponds and streams to keep, maintain, repair and replace any dam or other structure retaining water, remove trash or other debris therefrom and maintain and landscape slopes or banks adjacent thereto.

## 2.3 Easements for Entry

The Homeowners Association shall have the right, but not the obligation, and a perpetual easement is granted to the Homeowners' Association, to enter all portions of the Subdivision, including each lot and the common area for emergency, security and safety reasons and to perform its maintenance responsibilities under there covenants, its By-laws, Design Guidelines and rules and regulations.

## ARTICLE 3

### SIDEWALKS AND TREES

If required by Village ordinances, sidewalks shall be constructed by Lot Owners at the time of construction of residences, provided, however, if any Lot Owner has not commenced construction of a residence within two (2) years after final platting of this Subdivision, the Owner shall nevertheless construct a sidewalk within six months thereafter. Sidewalks shall be a minimum of four (4) feet in width along streets with a fifty (50) foot right-of-way and a minimum of five (5) feet along streets with a sixty (60) foot right-of-way. Each Lot Owner shall also be responsible for the purchase and planting, or the cost thereof if planted by Declarant, of at least one (1) tree in the boulevard area and shall thereafter maintain, care for and replace such trees. Suitable tree varieties shall be specified as part of the Design Guidelines.

#### ARTICLE 4

##### GENERAL USE RESTRICTIONS AND RULES

4.1 General Use Restrictions This Article sets out certain use restrictions which must be complied with by all Owners and occupants of any Lot.

4.2 Residential Use All Lots, except for model homes or sales offices built or established by Declarant, shall be used exclusively for residential purposes and shall not be used to conduct business or trade.

4.3 Leasing Residences may be leased for residential purposes only. All leases shall be in writing and shall require, without limitation, that the tenant acknowledge receipt of a copy

of this Declaration and any rules and regulations of the Homeowners Association. The lease shall also obligate the tenant to comply with the foregoing.

4.4 Vehicles All vehicles shall be subject to the following rules and regulations:

(a) Automobiles and non-commercial trucks and vans shall be parked only in the garages or the driveways of any residences. On-street parking shall be restricted by Village ordinance, these covenants and the rules and regulations of the Homeowners Association to one side of the street and shall be for temporary visitors or guests only. The Homeowners Association may enforce such parking restrictions as to Lot Owners or their guests in the event of repeated violations, and after due notice, through fines or the removal of the offending vehicles at the Owners expense. No automobile or non-commercial truck or van may be left upon any Lots, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from any Lot.

(b) Recreational vehicles shall be parked only in the garages. The term "recreational vehicles", as used herein, shall include, without limitation, motor homes, mobile homes, boats, trailers, other towed vehicles, motorcycles, minibikes, scooters, go-carts, campers, buses, commercial trucks and vans. Any recreational vehicle parked or stored in violation of this provision in excess of two (2) days shall be considered a

nuisance and may be removed from any Lot. Trucks with mounted campers which are an Owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view.

(c) No motorized vehicles shall be permitted on unpaved Common Areas or on pathways or trails within the Subdivision except for public safety vehicles authorized by the Association and vehicles used by the Association in the maintenance of all or any portion of the Subdivision. No unlicensed driver shall operate a golf cart within any portion of the Subdivision.

4.5 Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause a Lot or residence thereon to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Subdivision, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using the property within the Subdivision.

#### 4.6 Storage of Materials, Trash, Garbage, Dumping, Etc.

(a) No lumber, metals, bulk materials, refuse, trash or other similar materials shall be kept, stored, allowed to accumulate outside the buildings on any Lot, except during the initial construction period of the improvements to the Lot, not to exceed one (1) year in duration, and then only during periods of actual construction.

(b) All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.

(c) Roads and sidewalks shall be kept free of obstruction at all times. No Owner shall place or stack garbage cans, recycling bins, landscape debris or yard clippings, or other materials or debris on or within any roadways, sidewalks, or other pedestrian pathways or trails.

4.7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. No animals shall be kept, bred or maintained for any commercial purpose. All pets shall be reasonably controlled by the Owner whenever outside a dwelling and shall be kept in such a manner as to not become a nuisance by barking or other acts. The Owners of the pet shall be responsible for all of the pet's actions.

4.8 Hunting and Guns. Hunting, trapping or the discharge

of firearms within any portion of the Subdivision is strictly prohibited.

4.9 Sight Distance at Intersections. All property located at street intersections or driveways shall be landscaped so as to permit safe sight across such areas in accordance with Village of Mt. Zion ordinances.

4.10 Occupancy of Unfinished Dwellings. No dwelling erected upon any Lot shall be occupied in any manner before commencement of construction or while in the course of construction, nor at any time prior to the dwelling being fully completed. For the purposes of this Section, commencement of construction shall mean that (i) all plans for such construction have been approved by the Declarant; (ii) a building permit has been issued for the Lot by the appropriate jurisdiction; and (iii) construction of a residential dwelling on the Lot has physically commenced beyond site preparation. Completion of a dwelling shall mean that a certificate of occupancy has been issued by the appropriate jurisdiction.

4.11 Signs No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot and/or one sign of not more than five (5) square feet advertising the property for sale or rent. This restriction shall not apply to Lots with model homes or Declarant's activities in promoting the Subdivision or selling Lots therein.

4.12 Water Service. Water service is furnished by Long

Creek Township. All water consummation is subject to sewer charges imposed by the Village of Mt. Zion under its Ordinances unless a two-meter system is authorized by Long Creek Township which will permit non-sewered water to be measured and excluded by the Village from its sewer charges.

4.13 Front Yard Fences and Walls Decorative front yard fences and walls may be constructed subject to existing Village Ordinances for intersection sight restrictions. Front yard fences may not exceed 36 inches in height and shall be constructed with sight visibility clearance of approximately 50%. Decorative walls shall not exceed 24 inches in height. Pre-authorized designs for fences and walls shall be submitted by the Developer to the Village Board of Trustees for approval and upon such approval, such preapproved designs may be incorporated into the Design Guidelines or lot protocols and used by Lot Owners without need for further approval by the Village. Any fence or wall that is not preapproved must obtain a variance from the Village of Mt. Zion.

## ARTICLE 5

### ARCHITECTURAL CONTROL COMMITTEE

5.1 Architectural Control Committee. The Architectural Control Committee shall initially be composed of: Roy B. Mosser, Jr. The Architectural Control Committee shall have authority to act only at such time as Declarant surrenders his exclusive jurisdiction for approval of construction under Article 1.3.

5.2 Action by Representative. The Architectural Control Committee may designate a representative to act for it. In the

event of the death or resignation of any member of the Committee, the Homeowners Association shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then recorded Owners of ninety per cent (90%) of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any or all of its powers and duties.

5.3 The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, and if no suits to enjoin the construction has been commenced prior to the issuance of an occupancy permit, approval will not be required and the related covenants shall be deemed to have been fully complied with. Affirmative written approval by the Declarant or the Architectural Control Committee shall be conclusive as to compliance with these restrictive covenants to the extent that improvements are constructed in strict accordance with the plans and specifications which were approved.

## ARTICLE 6

### HOMEOWNERS ASSOCIATION

6.1 Homeowners Association. Each owner of a Lot in this Subdivision shall as a condition precedent to ownership, covenant

and agree to pay monthly charges and all assessments to the Homeowners Association in accordance with its Articles of Incorporation and By-Laws, and the declaration of covenants and restrictions contained herein, and each said Owner does hereby agree to pay such assessments by accepting conveyance by deed to any Lot in said Subdivision.

6.2 Membership Every Lot Owner shall be a member of the Homeowners Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one (1) person, all co-owners shall share the privileges of membership, subject to reasonable rules and restrictions on voting as set forth in the By-laws of the Homeowners Association, and all such co-owners shall be jointly and severally obligated to perform the responsibilities of Lot Owners required by the Homeowners Association or these covenants until December 31, 2008 or until such time as 80% of the Lots platted as part of Craycroft at South Lake, including future additions thereto, have been conveyed to Lot Owners and certificates of occupancy have been issued therefor, Declarant shall have the right to appoint a majority of the Board of Directors of the Homeowners Association and approve any actions taken by said Association.

6.3 Function of Homeowners Association The Homeowners Association shall be the entity responsible for the management, maintenance, operation and control of all common areas conveyed to it by Developer and all improvements thereon. The Homeowners Association shall also be the primary entity responsible for

enforcement of this Declaration and such reasonable rules regulating the Subdivision as the Association may adopt and subject to the Declarant's and ACC's rights to initially administer the Design Guidelines. Such enforcement rights shall include the right to impose sanctions and reasonable monetary fines, which, if not paid within the time set by the Board, shall constitute a lien against a Lot Owner's Lot, file liens in public records for non payment of assessments or fees, suspend Lot Owners' right to vote and levy specific assessments to cover costs incurred in bringing a Lot Owners' Dwelling and/or Lot into compliance with these covenant and the Design Guidelines. The Homeowners Association shall enforce the Design Guidelines developed by Declarant and adopted by the ACC in the event that the Declarant and the ACC have relinquished any further right to perform that function. The Homeowners Association shall have the right, through its Board, to fill any vacancies occurring on the ACC after Declarant has surrendered his right to enforce the Design Guidelines as permitted by Article 1.3.

6.4 Ownership of Common Areas: Developer may, at any time after platting of this Subdivision or future additions thereto, convey any common areas (including Lake Reunion) to the Homeowners Association which shall thereafter maintain such areas in accordance with these covenants, its Articles of Incorporation and By-Laws through assessments on all Lot Owners within the Subdivision, and future additions thereto. All Lot Owners shall have a right and non-exclusive easement of use, access and

enjoyment of the common areas subject to the right of the Homeowners Association to adopt, amend and repeal rules regulating the use and enjoyment of the common areas as may be permitted under these covenants and its By-laws and which may be imposed for the general benefit of all Lot Owners. Access to and use of Lake Reunion shall be strictly subject to the rules regulating the use of said Lake as may be adopted from time to time by the Homeowners Association.

6.5 Entrance Sign and Common Areas. There may be created one or more entrance and landscape areas and Subdivision signs within this or future additions of Craycroft at South Lake by Declarant and for the benefit of all Lots, including Lots in South Lake Estates and South Lake Estates Second Addition, and which shall thereafter be maintained at the expense of all Lot Owners who shall each pay to the Homeowners Association one year after platting but not earlier than January 31, 2000, the initial sum of \$50.00 for such maintenance costs, with all costs thereafter to be apportioned annually among the Lot Owners based upon the prior year's cost. Declarant shall convey said areas to the Homeowners Association for the ownership or maintenance of said sign and entrance areas.

6.6 Common Area Maintenance. The Homeowners Association shall also provide for the mowing, trimming, care, maintenance, improvement and replacement, when necessary, of improvements within any green spaces, park areas, hiking and biking trails or other recreational areas (including Lake Reunion) not dedicated

to the Village of Mt. Zion, the "common area easements", island and median areas, and street lights (to the extent such lights are not maintained by the utility company) from assessments paid by the Lot Owners in this and other additions of Craycroft at South Lake presently platted or to be platted at a later date. The Homeowners Association shall indemnify and hold harmless the respective Lot Owners on which any designated "commons area easement" is depicted by recorded plat from and against any claims, demands, damages, or injuries (including death) incurred by or arising from (a) its performance of such care and maintenance and (b) the common use and enjoyment of such "commons area easement" by the Owners, and their guests, of the Lots in this and other additions of Craycroft at South Lake. In the event that the Homeowners Association does not comply with the maintenance responsibilities outlined herein, the Village of Mt. Zion shall have the right to enforce the covenants through an appropriate procedure in a Court of law and be entitled to recover its expenses in so doing.

6.7 Insurance The Association, acting through its Board, or duly authorized agent, shall obtain and continue in effect such insurance coverages as may be necessary to reasonably protect against loss to Association property, insure for general liability, workers compensation, directors and officers liability coverage and such additional insurance as the Board, in its business judgment, determines to be advisable.

6.8 Owners Responsibility for Maintenance Each Lot Owner

shall maintain his Lot and all structures, parking areas and other improvements thereon in good repair and consistent with all applicable covenants and the Design Guidelines. Each Lot Owner shall also maintain the driveway and mail box serving his or her Lot, and all landscaping (other than entrance or landscaped areas maintained by the Homeowners Association) and street trees located in the right-of-way (boulevard) immediately adjacent to such Lot Owner's Lot. In addition to other enforcement rights, if a Lot Owner fails to properly perform his or her maintenance responsibility, the Homeowners Association may perform such maintenance responsibilities and assess all costs incurred by the Association to the Lot Owner as permitted herein and pursuant to the By-laws of said Association.

6.9 Dedication of Common Areas. The Homeowners Association may dedicate portions of the common areas, parks, drainage ways and green spaces to local or state governmental entities upon acceptance by such entities of the duty to perpetually care for and maintain such areas in accordance with these covenants and the requirements imposed by the Homeowners Association as a condition of such dedication.

6.10 Annexation of Property to Subdivision For a period of ten (10) years, Declarant may unilaterally subject future additions to Craycroft at South Lake to the provisions of this Declaration and all Lot Owners therein shall become members of the Homeowners Association and subject to the terms of the Declaration and the rules and regulations duly adopted by the

Homeowners Association.

6.11 Assessments There are hereby created three types of assessments for Association expenses: (i) general assessments to fund common expenses for the general benefit of all Lot Owners; (ii) special assessments levied from time to time to cover unbudgeted expenses or expenses in excess of those budgeted, and (iii) specific assessments against a particular Lot or Lots to cover costs incurred in bringing the Lots into compliance with the terms of these covenants, the Design Guidelines, and the rules and regulations of the Homeowners Association. Assessments shall be levied in accordance with these covenants, the Articles of Incorporation and the By-laws of the Association and after due notice to Lot Owners affected thereby.

6.12 Lien for Assessment The Association shall have a lien against each Lot to secure payment of delinquent assessments, costs of collection and reasonable attorneys fees. Such lien shall be superior to all other liens except (1) liens of taxing bodies, including assessments and levies, and (2) the lien of any mortgage of record made in good faith and for value. Such liens, when delinquent, may be enforced by suit, judgment or judicial foreclosure as permitted under Illinois law. The sale or transfer of any lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent enforcement. However, the sale of any Lot pursuant to foreclosure of a first mortgage shall extinguish the lien as to any installments of such assessment due prior to such sale.

6.13 Commencement of Assessments The obligation to pay assessments shall commence as to each Lot on the date when the Lot is conveyed to or occupied for residential purposes by a person other than Declarant or a Builder.

## ARTICLE 7

### GENERAL PROVISIONS

7.1 Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are recorded, and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by ninety per cent (90%) of the Owners of Lots platted hereunder has been recorded, agreeing to a change in these covenants in whole or in part. Lot Owners shall be determined by counting one vote for the Owner or the representative of the owner of each Lot, and no fractional vote shall be allowed for adjoining footage representing a fraction of the adjoining lot.

7.2 Amendment For such period as Declarant still owns at least fifty (50) percent of the platted lots in Craycroft at South Lake, including future additions thereto, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or

governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Department of Veterans Affairs, the Federal Housing Administration, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, so long as the Declarant owns property which is subject to this Declaration or which may be unilaterally subjected to the Declaration by the Declarant, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

7.3 Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.

7.4 Severability. Invalidation of any of these covenants by judgment or Court Order, municipal, state or federal law, shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15<sup>th</sup> day of August, 1998.

Roy B. Mosser, Jr.  
Roy B. Mosser, Jr.

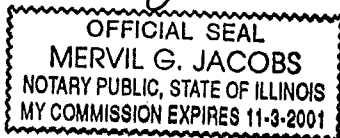
Walter J. Kostenski  
Walter J. Kostenski

Elaine Kostenski  
Elaine Kostenski

STATE OF ILLINOIS ) SS.  
COUNTY OF MACON )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that ROY B. MOSSER, JR., WALTER J. KOSTENSKI, and ELAINE KOSTENSKI, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 15 day of August, 1998.



Mervil G. Jacobs  
Notary Public

TAX CERTIFICATION

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF MACON )

I, STEPHEN M. BEAN, County Clerk in and for said County and State aforesaid, DO HEREBY CERTIFY that I find no redeemable tax, tax sales or unpaid forfeited taxes against any of the real estate described in the attached plat and included therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of August, 1998.

Stephen M. Bean  
County Clerk

APPROVAL

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF MACON )

Representing the Planning Commission of the Village of Mt. Zion, WE DO HEREBY APPROVE the foregoing CRAYCROFT AT SOUTH LAKE for recording with completion of improvements guaranteed by a bond filed and accepted by the Council of the Village of Mt. Zion.

DATED this 18<sup>th</sup> day of August, 1998.

R. E. Kuntz  
 Chairman, Planning Commission of The  
 Village of Mt. Zion, Illinois

APPROVAL

This is to certify that the attached Plat of CRAYCROFT AT SOUTH LAKE and the accompanying Certificate of the County Clerk and the Planning Commission of the Village of Mt. Zion, with the improvements guaranteed by a Completion Guarantee Bond filed and accepted was submitted to the Council of the village of Mt. Zion and was by the Council duly approved.

DATED this 17<sup>th</sup> day of August, 1998.

Robert F. Flide  
 Mayor of the Village of Mt. Zion, Illinois

ATTEST:

Julie Miller  
 Clerk of the Village of - Deputy Clerk  
 Mt. Zion, Illinois

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